

was aware of Guaranty's plans to relocate WHMD's transmitter site and upgrade WTGE from a Class A to a Class C3 facility.

Foster Declaration, p. 2, ¶7. Interestingly, Foster and Herpin claim this occurred during the December 10, 1996 meeting.²³ Kendrick, on the other hand claims that Mr. Henderson advised Guaranty of his knowledge during a March 7, 1998 meeting.²⁴ Again, the language used is nearly identical and shows that the statements were created on a collaborative basis. But no one explains how in the world Mr. Henderson could have known Guaranty's plans before they were made known to him by Guaranty.

59. Mr. Henderson's version of these facts makes much more sense. He was told by Guaranty at the December meeting for the first time that Guaranty had bought the Hammond station for the sole purpose of upgrading WTGE. He had come to the meeting hoping to show how Guaranty's interests could be accommodated with his own interest in purchasing KCIL-FM.²⁵ That is why he brought the engineering materials.²⁶ However, Guaranty was one step ahead and told Mr. Henderson of its Hammond plan.

60. This exchange of valuable business information also weakens Guaranty's position. Both Mr. Henderson and Guaranty were exchanging plans that were confidential and not publicly available. That certainly would not have been the case had Mr. Henderson been trying to extort or otherwise abuse

²³ Herpin Declaration, p. 1, ¶4.

²⁴ Kendrick Declaration, p. 2, ¶4.

²⁵ Henderson Declaration, p. 3, ¶11.

²⁶ Henderson Declaration, p. 2, ¶8.

Guaranty. Nevertheless, we have Guaranty providing Mr. Henderson with its business plans over the course of several meetings which Mr. Henderson attended at the invitation of Guaranty at the offices of Guaranty.

61. Kendrick's declaration further illustrates the inherent lack of credibility of Guaranty's principals. As already discussed in TRL Broadcasting's Motion to Strike, Kendrick was the only principal to provided a declaration in this proceeding during the comment stage. That declaration contained few, if any, of the facts now advanced by Guaranty. Therefore, as argued in the Motion to Strike, Guaranty's presentation is not entitled to consideration in accordance with Section 1.429(b) of the Commission's rules.

62. Kendrick's account is entitled to no credibility. Kendrick's declaration was signed on March 25, 1997, only days after the March 7, 1997 meeting. Yet at that time he did not recall any reference to "swallowing a chicken bone." He also could not recall "informing us of the damage he could do to Guaranty." In fact he specifically denied having had those conversations. In his original declaration Kendrick said that following some price negotiations and the assertion that Mr. Henderson would withdraw his two allotment requests:

The meeting concluded with **no further substantive discussion.**

Kendrick's First Declaration, pp. 1-2, ¶2. Kendrick's present declaration, in all its intricate detail, cannot be credited over a declaration which he gave last year when the meeting was fresher in his mind.

63. Kendrick's later claims are entitled to no credibility given his earlier disavowal of those conversations. Only Mr. Henderson's declaration that he did

not say anything about “swallowing a chicken bone”, as supported by Suzanne Henderson,²⁷ is entitled to any weight, because it is the only consistent testimony.

64. Guaranty’s credibility is further undermined by a rather bold statement perpetrated by Foster. In his declaration, Foster claims:

I told Mr. Henderson that I had never entertained the idea of selling any of Guaranty’s stations

Foster Declaration, p. 2, ¶5. As we now know, Foster did, in fact ask Mr. Henderson if he wanted to buy the Chillicothe, Ohio station. While Mr. Henderson was not interested in Chillicothe, as it turns out, the station would eventually be sold to Citicasters Co. See Public Notice, Broadcast Applications, Report No. 24179, February 17, 1998.

65. Another anomaly can be seen in Guaranty’s claim that Mr. Henderson’s plan revolved around obtaining KCIL-FM at a reduced price. Despite asking Mr. Henderson to attend several meetings and after much negotiations, it is clear even from Guaranty’s declarations that Guaranty never gave Mr. Henderson a firm offer. The Foster Declaration asserts that Guaranty, through Kendrick volunteered a “possible price” of \$6 million.²⁸ Kendrick himself, on the other hand, claims to recall Foster offering \$8 million “jokingly.”²⁹ However, since it never offered a serious price, Guaranty cannot claim that Mr. Henderson was only interested in a reduced price. It has no way of knowing what Mr. Henderson would have paid for the station.

²⁷ Suzanne Henderson Declaration, ¶5.

²⁸ Foster Declaration, p. 4, ¶13.

²⁹ Kendrick Declaration, p. 2, ¶5.

3. Guaranty Has Failed To Show Any Wrongdoing

66. Clearing away the smoke that Guaranty attempts to raise, we are left with a series of business negotiations between TRL Broadcasting and Guaranty. None of these conversations amount to evidence of an abuse of process.

67. An illustrative case is Thomas W. Lawhorne, 10 FCC Rcd 7101 (ALJ 1995). There, a party in a comparative hearing told another party during a conference call that unless that party agreed to a settlement, it would file an embarrassing motion to enlarge the issues. Lawhorne, at 7103, ¶23. Nevertheless, a charge of abuse of process was rejected by the presiding judge on the grounds that no threat was intended considering the realities of litigation. In the instant case, none of Guaranty's principals claim that Mr. Henderson directly threatened them. Instead, the parties were engaged in a business negotiation with each trying to press its own advantage. Recognizing the realities of such an negotiation, no abuse of process has been demonstrated.

68. Guaranty makes much out of Mr. Henderson's statement that given various circumstances he would withdraw his Amelia or Tylertown rulemakings. There is nothing inappropriate about discussing these proceedings in the context of purchasing other stations in the same market. If Mr. Henderson were successful in purchasing a station in the market from Guaranty, it would stand to reason that he would withdraw his participation from one or both of the proceedings. He would be changing his means of market entry. There may also have been multiple ownership and other issues to consider in the event that

Guaranty was willing to sell KCIL-FM. Indeed, it would have been inappropriate if Mr. Henderson had left these matters out of the discussions.

69. Generally, parties intending to abuse the Commission's processes do so to seek an unlawful payoff or settlement. In the present case, it was Mr. Henderson who was attempting to purchase KCIL-FM. Although Guaranty claims he was trying to obtain the station at a "reduced" price, that cannot be known since Guaranty never made a serious counter-offer. Even so, the Commission has held in similar circumstances that its abuse policy in terms of settlement payments does not apply where there is a sale of a broadcast station. Meridian Broadcasting Partnership, 8 FCC Rcd 8399 (1993). Similarly, there can be no abuse where the alleged abuser is, in fact, the buyer, seeking to pay the party a substantial sum for a broadcast facility.

70. Guaranty does not have direct evidence that Mr. Henderson filed either the Amelia or Tylertown rulemakings with any lack of intent to apply for these facilities. There is no way that Mr. Henderson could have known of Guaranty's plans and Guaranty has not stated that it told Mr. Henderson of its plans prior to the time that the rulemaking was initiated.

71. In the case of Amelia, Guaranty is wrong to assert that Mr. Henderson's interest began on November 19, 1996 or that this had anything to do with Guaranty. Amelia Broadcasting of Louisiana had requested the allotment of Channel 249A at Amelia on October 8, 1996. However, On November 6, 1996, the FM Branch rejected that petition and the November 19, 1996 petition was simply a re-filing at a higher class channel in order to meet the objection of the

allocations branch that it did not achieve city grade coverage.³⁰ Guaranty's notion that somehow, Mr. Henderson was secretly aware of its plans, turns out to be nothing more than unfounded paranoia.

72. Mr. Henderson has always intended to construct a station at Tylertown and will apply for the facility when it becomes available. None of Guaranty's speculative nonsense counters that basic fact.

73. Guaranty has not challenged the substantive basis of the Report & Order. Moreover, as we have seen, Guaranty has set forth no grounds for finding an abuse of process. Consequently, Guaranty's Petition is wholly frivolous and must be dismissed.

IV. GUARANTY HAS ABUSED THE COMMISSION'S PROCESSES

74. From the start, Guaranty has conducted itself in a questionable manner in this proceeding. An examination of each of Guaranty's dereliction's reveals a substantial abuse of the Commission's processes.

75. **Service of Documents.** In its Comments in the Amelia proceeding, Guaranty initially complained that it was not served with a Petition for Rulemaking.³¹ However, such service was not required by any Commission Rule and Guaranty was ultimately unable to offer a single reason why it should have been served. On the other hand, it was Guaranty that failed to properly serve its Comments in the Amelia proceeding. Faced early on with this disturbing trend,

³⁰ November 6, 1996 letter from John A. Karosos, Chief, Allocations Branch, attached hereto as Exhibit 5.

³¹ See, Comments of Guaranty Broadcasting Corporation in MM Docket No. 97-8 (Amealia, Louisiana), p. 1. Par. 1.

TRL Broadcasting warned that Guaranty was conducting itself in a manner that could lead to:

allocation proceedings becom[ing] a farce of innuendo, misquoted cases and undisciplined pleading practices.

Reply Comments of TRL Broadcasting, pp. 4-5, ¶¶6-7. With the filing of the Petition, Guaranty again failed to complete service on TRL Broadcasting's counsel. Unfortunately, TRL Broadcasting assessment was proving itself correct.

76. **Procedural Deficiencies of the Petition.** TRL Broadcasting will not reargue the issues raised in the Motion to Strike. However, taken as a whole, this conduct compounds Guaranty's abuse. Guaranty failed to separately file its motion for stay. It then concocted the lame story that its reason for failing to abide by the Commission's rules was that it did not want to "burden" the Commission. Additionally, the Petition is comprised almost totally of facts and materials that were never raised in its comments. Yet every piece of information was available to Guaranty when it filed its comments. Guaranty's apparent contempt for Commission procedure and lack of diligence undermines the orderly workings of the Commission's processes.

77. **Failure to be Forthright Before the Commission.** Guaranty's principal, Rany W. Kendrick, stated under penalty of perjury that following a price negotiation and a statement concerning withdrawing the Amelia and Tylertown rulemakings, "[t]he meeting concluded with no further substantive discussion." Now, almost a year later, Kendrick contradicts this sworn statement to include further self-serving statements based on discussions never mentioned in his original declaration. Thus, not only did Guaranty negligently let a year go by in

presenting this information, it turns out that the information is actually impeaches Kendrick's first representations.

78. **Pearl Broadcasting, Inc.'s Motion to Strike.** TRL Broadcasting was bewildered by Guaranty's conduct until it discovered a 1991 Motion to Strike in which Pearl Broadcasting raised "alter ego" and "abuse of process" arguments against a rulemaking proponent in a proceeding involving New Washington, Ohio, MM Docket No. 90-318.³² The apparent upshot of that approach was to intimidate the party into a settlement. See, Chillicothe, Forest, Lima, New Washington, Peebles, and Reynoldsburg, Ohio, 12 FCC Rcd 13710, n.1 (1996). Even though none of the facts present in the New Washington case are present here, Guaranty was apparently of the mind that unfounded personal attacks have greater success at the Commission than do substantive arguments based on fact and law.

79. **Frivolous Petitions for Reconsideration.** On September 27, 1996, Pearl Broadcasting filed a Petition for Reconsideration of the Commission order denying its counterproposal in Chillicothe, Forest, Lima, New Washington, Peebles, and Reynoldsburg, Ohio, 12 FCC Rcd 13710 (1996). Oppositions filed in that proceeding indicate that, as here, Pearl's petition has neither factual nor legal justification.

80. As stated by North American Broadcasting, Co., ("North American"):

³² See, Pearl Broadcasting Company's Motion To Strike, Exhibit 4.

Not surprisingly, no Commission precedent or policy is cited by Pearl in support of its self-serving, conclusory statement.

North American Opposition, p. 3, attached hereto as Exhibit 6. In fact North American points out that:

It appears the only basis for the filing of the instant petition is an attempt by Pearl to delay a final resolution of the its deflative proposal....

Id. As stated by another party:

Pearl's arguments on reconsideration have been fully considered. Reconsideration is justified only when petitioners present new facts not previously known and which could not have been discovered with reasonable diligence. Pearl's Petition for Reconsideration does not qualify.

Ingleside Radio, Inc.'s Opposition, p. 2, attached hereto as Exhibit 7.

81. In the instant case, Guaranty has taken the same approach. It has failed to contest the two substantive grounds stated by the Commission in the Report & Order. It also failed to pass the "new facts not previously discoverable" test. Also disturbing is that the Petition appears to be based upon an intimidation tactic first employed by Guaranty in its Motion to Strike in the Chillicothe proceeding. The point of these filings is to launch collateral attacks in order sidestep a total lack of merit on substantive issues. Such conduct should be strongly discouraged.

82. **Guaranty's Disingenuous Reynoldsburg Proposal.** At their first meeting in Baton Rouge, Mr. Foster asked Mr. Henderson if he wanted to purchase a station in Chillicothe, Ohio. At that time, Mr. Foster indicated that he had purchased the station for the sole purpose of moving it to Columbus, Ohio.

This statement completely eviscerates any representation that Guaranty has made in connection with Reynoldsurg.

83. In sum, Guaranty's conduct in this case and elsewhere demonstrate:

- ◆ failure to properly serve documents;
- ◆ failure to obey the Commission's procedural rules;
- ◆ failure to be forthright before the Commission;
- ◆ disingenuous rulemaking proposals;
- ◆ filing of documents to intimidate parties into settlement;
- ◆ fling frivolous petitions without factual or legal support.

84. On February 9, 1996, the Commission issued a Public Notice advising that the Commission's rules prohibit the filing of frivolous pleadings or pleadings filed for the purpose of delay in proceedings before the Commission or its staff. Commission Taking Tough Measures Against Frivolous Pleadings, 11 FCC Rcd 3030 (1996). In the notice, the Commission defined frivolous pleadings in terms of being:

based on arguments that have been specifically rejected by the Commission ... or [having] no plausible basis for relief

Tough Measures, at 3030. In the present case, Guaranty has filed its Petition in complete disregard of the substantive basis of the Report & Order. It has failed to comply with the procedural restraints set forth in Section 1.429(b) of the Commission's rules. Moreover, despite the firm rejection of its approach in the Report & Order, Guaranty has based its Petition on a speculative and completely irrelevant character attack. When added to the \$10,000.00 EEO violation, we are left with a pattern of conduct on the part of his licensee that cannot be condoned by the Commission.

V. CONCLUSION

85. To serve its own ends, Guaranty has twisted a series of fairly routine business meetings into some sort of untoward plot against Guaranty. However, Guaranty, even with its late evidence, has failed to produce any direct evidence of an abuse by process by TRL Broadcasting. At most, its charges are based on speculative inferences. That falls way short of the applicable standard. In sum, the Guaranty is entirely without merit.


WHEREFORE, TRL Broadcasting Company respectfully requests that the Petition for Reconsideration and Motion for Stay filed by Guaranty Broadcasting Corporation on February 25, 1998 be denied.

May 8, 1998

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Respectfully Submitted,

TRL Broadcasting Company

By: 
Henry E. Crawford
Its Attorney

TRL Broadcasting Company
Opposition to Petition for Reconsideration
and Motion for Stay
May 8, 1998

EXHIBIT 1

DECLARATION

I, Roy E. Henderson, under penalty of perjury, hereby state and declare the following:

1. I am a broadcaster with over 25 years experience as a Commission licensee. My record before the Commission as an applicant and licensee is without a single blemish.

2. I am the sole proprietor of Amelia Broadcasting and TRL Broadcasting Company. I have never tried to hide my roles in these companies. I frequently use business aliases for broadcast ventures in order to attract local advertisers who may be wary of out-of-town group owners. I also use business aliases in order to deter unscrupulous speculators seeking to profit in markets which I have worked to develop.

3. I have always complied with the Commission's disclosure rules and have disclosed my ownership in all applications filed before the Commission. I have never been the "real party-in-interest" in any broadcast application whether disclosed or undisclosed and no other party has ever been a real party in-interest in any broadcast application that I have been involved in.

4. Sometime in the late Summer-Early Fall of 1996, I became interested in several Louisiana FM radio markets. The Spanish language radio format which I have successfully developed in other markets was not fully represented in southern Louisiana, particularly, New Orleans.

5. In researching the market, I discovered that KCIL-FM, Houma, Louisiana would be ideal for presenting Spanish language programming in southern Louisiana. I contacted George A. Foster, Jr. for the purpose of discussing a sale of the station. Mr. Foster agreed to discuss the situation and invited me to meet with him at the offices of Guaranty Broadcasting Corporation ("Guaranty") in Baton Rouge, Louisiana.

6. In November of 1996, I flew to Baton Rouge to talk with Mr. Foster. This meeting was largely for purpose of getting to know each other. I found Mr. Foster to be engaging and eager to discuss our mutual interests. My overall impression was that Guaranty was interested in working together with me in several areas of mutual interest. During this meeting, Mr. Foster asked if I was interested in buying a station that he had purchased in Chillicothe, Ohio. Mr. Foster related that the station had been purchased it for the sole purpose of moving it to Columbus, Ohio. However, oppositions had been filed to the plan and he wished to sell the station. I advised Mr. Foster that I was not interested in the Columbus, Ohio market.

7. My next contact with Guaranty was a telephone call I received from Mr. Foster asking me to come to another meeting at Guaranty's offices on December 10, 1996. Mr. Foster advised me that he wanted to further discuss my offer to buy KCIL-FM.

8. My goal was still to purchase KCIL-FM, expand the station's signal to be as close to New Orleans as possible and present Spanish programming. In anticipation of the meeting, I has several engineering studies prepared involving the cities of Amelia, Baker, Hammond and Picayune, Louisiana as well as Tylertown, Mississippi. The reason for preparing these studies was to see if my interests and those of Guaranty could be used together in a mutually beneficial manner. I came to the meeting with documentation prepared to show how several Guaranty properties could be improved. This was valuable business information which I was prepared to share with Guaranty as part of a good faith effort to move jointly into these areas.

9. I attended the December meeting along with my son, Brian Henderson. The meeting was arranged by Mr. Foster, at his invitation and took place at the Guaranty's offices in Baton Rouge.

10. During the meeting I openly discussed my ongoing rulemaking proposal for Amelia, Louisiana. I believed that once constructed and possibly upgraded, this station would be able to cover the Hispanic community around New Orleans. It would also cover much of the same market as Guaranty's station, KCIL. Therefore, I discussed with Mr. Foster the idea that I would obtain the license for the Amelia facility and then essentially swap the facility with Guaranty. I would pay Guaranty \$2 million under this scenario Guaranty would take their accounts, programming and equipment for use in Amelia. Guaranty favored a figure closer to \$6 million, but did not make a firm offer.

11. I also showed Mr. Foster that it was possible for Guaranty to upgrade the Baker facility (WTGE-FM). It appeared from my research that the only impediments to this upgrade involved a station in Hammond, Louisiana (WHMD-FM), and 2) an ongoing rulemaking in which I had proposed a new Class A facility in Tylertown, Mississippi. I seemed to me that if Guaranty was able to get the cooperation of the Hammond station, I would be willing to withdraw my Tylertown rulemaking as part of an overall deal that would include obtaining KCIL. I was then informed, for the first time, that Guaranty had already purchased the Hammond station and that the sole purpose of buying the station was to move it in order to get an upgrade of WTGE-FM. I was further told that Guaranty's sole purpose in buying the Baker station was to make it another Baton Rouge facility.

12. Prior to being advised by Guaranty's principals, I had never been advised by anyone at Guaranty or otherwise of its plans in this regard.

13. I never made any mention of possible competitive harm to Guaranty's facility in Houma. I was at all times proceeding with a good faith understanding that we could both benefit from the allotment at Amelia.

14. This meeting ended cordially and I understood that Mr. Foster would review my proposals and contact me for a further meeting with Guaranty's board.

15. Sometime in early March or late February of 1997, I did receive a telephone call from Mr. Foster. The purpose of the call was to invite me to a meeting to take place on March 7, 1997 at Guaranty's offices in Baton Rouge, Louisiana.

16. I understood that the meeting would involve my standing offer to purchase KCIL-FM. Mr. Foster expressed his interest in selling KCIL-FM, Houma, Louisiana for \$6 Million.

17. Having been involved in several broadcast negotiations in the past, I specifically requested at the outset of the March 7, 1997 meeting, and Guaranty verbally agreed, that the substance of our talks would remain confidential. The purpose of the confidentiality request was to allow us to speak freely and explore all avenues to resolve the issues.

18. During the March 7, 1997 meeting, we engaged in what appeared at the time to be good faith negotiations involving Guaranty's broadcast properties. As our substantive talks progressed, I raised the topic of the Amelia and Tybertown rulemaking proceedings, which had been ongoing for several months prior to the meeting. The purchase of any one of the FM stations would impact those requested allotments. If I were able to purchase an existing broadcast property in the relevant market, this would obviate the need to seek an allotment. I was prepared to make whatever accommodations Guaranty sought in order to obtain a facility capable of bringing Spanish language radio to southern Louisiana.

19. Guaranty went over our plan to obtain the Amelia facility and as a swap for KCIL-FM. As I understood Guaranty's position, it would sell me the

19. During the March 7, 1997 meeting, we engaged in what appeared at the time to be good faith negotiations involving Guaranty's broadcast properties. As our substantive talks progressed, I raised the topic of the Amelia and Tylertown rulemaking proceedings, which had been ongoing for several months prior to the meeting. The purchase of any one of the FM stations would impact those requested allocations. If I were able to purchase an existing broadcast property in the relevant market, this would obviate the need to seek an allotment. I was prepared to make whatever accommodations Guaranty sought in order to obtain a facility capable of bringing Spanish language radio to southern Louisiana.

20. Guaranty went over our plan to obtain the Amelia facility and as a swap for KCIL-FM. As I understood Guaranty's position, it would sell me the equipment and the license, taking with it the call letters, the accounts and all of the station's good will. I would even be barred from using the same format under the terms of an agreement not to compete. I would do Spanish language programming and Guaranty would have exclusive rights to its existing format at the Amelia facility. Given the conditions of the sale as outlined by Guaranty, I could only offer \$2 million for the station. Guaranty would be getting significant compensation by virtue of the Amelia facility and the exclusive rights agreement.

21. Although I initially provided a bottom figure of \$2 million for KCIL-FM, Guaranty, throughout the negotiations, never seriously proposed a firm counter-offer. All of their suggestions as to price were qualified. Since Guaranty never counter-offered, it never learned how much I was willing to pay for KCIL-FM. Therefore, although I believe that \$2 million would have been fair as stated above, Guaranty cannot claim that I demanded any sort of discounted price for

the station since they never sought to discover how much I was actually willing to pay for the facility.

22. I never threatened or implied that I wished to cause damage to Guaranty. Since I was trying to enter radio markets in which Guaranty was already established, I believed that we would be competitors. However, I understood such competition to be healthy for the market. I purposefully sought out the cooperation of Guaranty, and provided it with confidential business information, in order to minimize any hostility that might arise between us.

23. I have never used the phrase "swallowing a chicken bone" or any similar metaphor to describe any situation involving Guaranty.

24. I have been intent throughout the proceeding to obtain and construct a new FM facility at Tylertown, Mississippi. I will apply for that station in the event that the Commission opens it up for applications.

25. I always intended to construct a new FM facility at Amelia, Louisiana and would have applied for the channel had I been successful in the rulemaking.

26. I have been involved in numerous rulemakings before the allocations branch and I have never failed to apply for a construction permit in a rulemaking in which I have been successful in obtaining the desired channel.


The above statements of fact are true and correct to the best of my own personal knowledge and belief.

Signed and dated this 8th day of May, 1998.

MAY-08-98 FRI 04:13 PM

FAX NO.

P. 08



Roy E. Henderson

TRL Broadcasting Company
Opposition to Petition for Reconsideration
and Motion for Stay
May 8, 1998

EXHIBIT 2

DECLARATION

I, Ryan E. Henderson, under penalty of perjury, hereby state and declare the following:

1. I am the son of Mr. Roy E. Henderson.
2. On December of 1996, I attended a meeting with my father in Baton Rouge, Louisiana. The meeting was with principals of Guaranty Broadcasting Corporation ("Guaranty").
3. I have reviewed the statements made by my father in his May 8, 1998 Declaration concerning the December meeting with Guaranty. To the best of my knowledge, the matters stated by my father in the Declaration pertaining to that meeting are true.
4. My father did not threaten Guaranty in any way through the use of FCC filings or by any other means. He did not threaten economic harm to any of Guaranty's stations. My overall impression was that both the people from Guaranty and my father were working together in a very cooperative way.

The above statements of fact are true and correct to the best of my own personal knowledge and belief.

Signed and dated this 8th day of May, 1998.

Ryan E. Henderson

TRL Broadcasting Company
Opposition to Petition for Reconsideration
and Motion for Stay
May 8, 1998

EXHIBIT 3

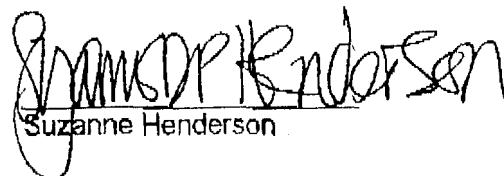
DECLARATION

I, Suzanne Henderson, under penalty of perjury, hereby state and declare the following:

1. I am Mr. Roy F. Henderson's spouse.
2. On March 7, 1997, I attended a meeting with my husband in Baton Rouge, Louisiana. The meeting was with principals of Guaranty Broadcasting Corporation ("Guaranty").
3. I have reviewed the statements made by my husband in his May 8, 1998 Declaration concerning the March 7, 1997 meeting with Guaranty. To the best of my knowledge, the matters stated by my husband in the Declaration pertaining to that meeting are true.
4. In particular, I never understood my husband to threaten any harm to Guaranty through the use of any filings with the FCC or otherwise.
5. My husband did not use the phrase "swallowing a chicken bone" or anything like it to signify any sort of threat or harm to Guaranty.

The above statements of fact are true and correct to the best of my own personal knowledge and belief.

Signed and dated this 8th day of May, 1998.


Suzanne Henderson

TRL Broadcasting Company
Opposition to Petition for Reconsideration
and Motion for Stay
May 8, 1998

EXHIBIT 4

RECEIVED

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

OCT - 2 1991

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)
)
Amendment of Section 73.202(b),) MM Docket No. 90-318
Table of Allotments,) RM-7311
FM Broadcast Stations)
(New Washington, Ohio))

To: The Chief, Allocations Branch
Policy and Rules Division
Mass Media Bureau

MOTION TO STRIKE

Pearl Broadcasting, Inc. ("Pearl"), by its counsel, hereby requests that the Commission strike all pleadings that have been filed on behalf of Good News Broadcasting ("GNB") in the above-captioned proceeding on the grounds that such pleadings were not motivated by a bona fide desire to institute a new broadcast service, but were instead intended to block Pearl's plans to improve the facilities of Station WKKJ(FM), Chillicothe, Ohio. Facts have recently come to Pearl's attention which strongly suggest that GNB is either the alter ego of, or a proxy for, Franklin Communications, Inc., which is the licensee of Stations WVKO/WSNY, Columbus, Ohio, and a subsidiary of Saga Communications, Inc. ("Saga"), a major group owner. If so, GNB's professed desire to serve New Washington, Ohio becomes highly suspect, especially in view of an apparent pattern of similar proposals that have had the effect of blocking new competition in markets where Saga owns radio stations. The grounds for this motion are more particularly described below.